

IN THE MATTER OF THE ARBITRATION BETWEEN

=====

Gas Workers Union Local 340,

Union

and

CenterPoint Energy – Minnesota Gas

Employer.

OPINION AND AWARD

Grievance of Gas Workers Union
Local 340
(Change of Job Duties; Laptop
Computers)

FMCS Case No. 06- 060912

ARBITRATOR:

Janice K. Frankman,
Attorney at Law

DATE OF AWARD:

July 13, 2007

HEARING SITE:

CenterPoint Energy
800 LaSalle Avenue
Minneapolis MN 55402

HEARING DATE:

February 15, 2007

RECORD CLOSED:

April 30, 2007

REPRESENTING THE UNION:

Rockford R. Chrastil, Esq.
Chrastil and Steinberg P.L.L.P.
1155 Grain Exchange–East Bldg.
412 South Fourth Street
Minneapolis MN 55415-0085

REPRESENTING THE EMPLOYER:

Michael I. Fahey, Director
Labor Relations
CenterPoint Energy
800 LaSalle Avenue, Floor 11
P.O. Box 59038
Minneapolis MN 55459-0038

JURISDICTION

The hearing in this matter was held on February 15, 2007. The Arbitrator was selected to serve pursuant to the parties' collective bargaining agreement and the procedures of FMCS. Both parties were afforded a full and fair opportunity to present their cases. Witnesses were sworn and their testimony was subject to cross-examination. A transcript of the hearing was prepared by Daniel W. McMahon. The parties submitted post-hearing briefs which were received on April 30, 2007, when the record closed and the matter was taken under advisement. The parties agreed to an extension of time for issuance of this Award.

ISSUE

The parties did not agree on a statement of the issues. The Arbitrator believes the following is an accurate statement of the issues:

Whether installation and required use of computers on the job constitutes a significant change in bargaining unit job duties and, if so, whether the change was reasonable, and if reasonable, whether and to what extent a wage increase is appropriate?

BACKGROUND AND SUMMARY OF THE EVIDENCE

On January 23, 2006, the Company "went live" with computers and software programming which 120 Gas Service and Construction Technicians are required to use in their daily work. The plan, known as the Mobile Data Project ("plan", "MDP"), is an expansion of Company computer use over the years. Mobile Data plans had been implemented involving 406 field workers in other Minnesota business units in 1989 and 2001. The Labor-Management Committee ("LMC") had discussed introduction of the plan including training of employees for several years. Minutes of LMC meetings in 2000, 2001, 2004 and 2005 report discussion of computer usage and the plan. Initial training occurred in August and September, 2005, followed by a delay in implementation of the plan. This Grievance was filed on behalf of the bargaining unit and in the names of five bargaining unit members on February 16, 2006.

The Grievance seeks recognition that job duties were significantly changed with the introduction of the computer in the Construction and Maintenance (C&M) and Meter and Regulation Departments, and, accordingly, a wage increase is warranted. This matter includes bargaining unit members in the following job classifications: C&M Special Foreperson and Foreperson, C&M Advanced Mechanic Operator, Master Regulator Mechanic, Regulator Mechanics A and B, Meter Installer Foreperson, Master Meter Installer, and Meter Installers A and B.

Mobile Data Project

Following the initial two day training before implementation of the MDP, additional required and optional training days were provided in 2006. Each employee received a training manual which includes basic computer hardware and software information and detail about the tasks which the employees are required to perform on their computers. A help-line was made available to answer questions that arose as the employees learned and became familiar with the computers and software programs. The help line was closed after three days because there were so few calls for assistance. On-going training is available.

The MDP includes several computer applications used daily on the job including form completion, mapping and host inquiry (information searches). Form completion had been a paper and pencil task which was submitted to data processing employees for input into the Company system. Maps had been carried by employees in their work vehicles. They had called into the office for a variety of information set out on a Host Inquiry Information Search page provided with other training materials.

Many of the computer forms are pre-populated with information which the employees had been completing by hand. Drop down menus permit much of the form completion task to be accomplished by touch of a finger. Keyboarding skills are not required. Forms which had been in use prior to introduction of the plan, and continue to be used on a daily basis, include payroll and work completion forms. Employees may also now create work-orders in the field. Current inventory accounting and control is facilitated by real-time communication on system-wide computers.

Mapping by computer is very helpful and convenient eliminating the need to carry and work with large bulky maps. Information acquisition is faster with elimination of phone calls to inquire of a company employee when questions arise.

Union Testimony; Job Descriptions

John Hennessy, C&M Advanced Foreperson and Charles McCoy, C&M Special Foreperson testified for the Union. Both have been employed by the Company for more than 30 years and currently report to the Field Service Supervisor. Their job descriptions, dated November 2001, provide a primary objective, eight major areas of responsibility and qualifications. Mr. Hennessy is a Union officer, and he filed this Grievance. He has been in his current position with the Company for five years and has used computers in his work since taking the position. His job description specifies computer use as a major area of responsibility: "Utilizes P.C. to access CTS, MLS, CIS and related digitized mapping programs to maximize operational efficiency." Union Exhibit 11. He does not work in the field and is not included in this Grievance.

The bargaining unit members' job descriptions were not changed with implementation of MDP because they expressly or implicitly include the tasks which are

now being completed on the computer. Clerical tasks associated with job duties are not customarily detailed in a job description. The affected employees continue to be expected to submit accurate and timely paperwork. Jean Krause, Vice President for Human Resources since 1998, described the methodology for creating and evaluating job descriptions and the history of restructuring in the Company. She addressed internal and external comparisons used to determine wage scales and testified that in the case of the job descriptions in question here, neither keyboarding skills nor computer competency are required. Consequently, the introduction of computers does not provide the basis for altering the job descriptions and thereby potentially require a wage increase.

Mr. McCoy's job description provides an example. His major areas of responsibility include the following:

* * *

2. Follows the operations manual procedures and inspects work of the crew for compliance with all company codes and those of state and federal agencies.
3. Completes record keeping of work performed to ensure an accurate information system is maintained in a timely manner.

* * *

8. Performs other related tasks as apparent or assigned including meter hanging and customer piping tie-in to ensure efficient operation of the crew.

Union Exhibit 2

Mr. Hennessy and Mr. McCoy agree that computer use has advantages, however, some employees have had a difficult time working with them. Both men believe that bargaining unit job responsibilities have been increased, and there is concern that bargaining unit work will be evaluated based upon computer competency. Mr. McCoy admitted that his use of the computer has improved with time and that certain tasks such as mapping are easier and very helpful, however, he believes that the Company has benefited from the bargaining unit's increased efforts and responsibility and that unit members should be compensated for performing the work of data processing employees who are no longer employed by the Company.

Arbitration; Contract History

The parties were involved in arbitration and litigation in the late eighties which involved contract language interpretation following assignment of new job duties including meter hanging and customer piping tie-in now expressly included in job descriptions including Mr. McCoy's. Two arbitrators agreed with the Union that the Company did not have authority under their CBA to assign those job responsibilities without Union approval. One case was litigated in Federal District Court. Those cases led to bargaining during negotiation of the 1990-1993 Agreement, resulting in agreement to amend the Contract. A portion of Article 28 dealing with Wages and portions of Article 12 dealing with Seniority were deleted or relocated to a new Article 31 which addresses "Changes in Job Duties".

The 1990 Agreement reflects Company restructuring including cost center and job classification changes and greater opportunity for advancement. The relevant portions of Articles 12 and 28 which were deleted in 1990 follow:

. Before the Company shall institute a new type of work or change the application of existing work, the Company and the Union shall determine, by agreement, either that the work shall be assigned to a specified existing department or to a new department, or that it is not within the terms of this Agreement. (emphasis added)

MGC Exhibit 10 (Contract Article 12, page 9)

. Whenever the Company finds it necessary to make changes in job descriptions, it shall meet with Union Representatives in advance of the change to discuss and answer questions relative to the job descriptions.(emphasis added)

MGC Exhibit 10 (Contract Article 28, page 28)

Article 31 of the current CBA for the 2006-2009 term remains unchanged since 1990. The first paragraph of the Article was relocated from Article 12, and the balance was new:

The Company and the Union mutually recognize that an increased standard of living of employees comes from the cooperation of all parties in promoting technological progress and better work methods and procedures, and in preventing waste and inefficiency. The Company and the Union agree that it is the objective of the Company to provide good service to its customers at the lowest cost consistent with its obligation to provide fair wages and good working conditions to all of its employees and its duty to provide a fair return to its investors. To achieve that objective requires the cooperation of the management, the employees and the Union.

The parties recognize that efficiency and effectiveness of operations may require that the Company implement reasonable changes in job duties from time-to-time during the term of this Agreement. This includes a transfer of duties, the eliminations (sic) of jobs and the creation of new jobs. The parties also recognize and agree that such changes should not reduce the agreed upon schedule of wages of employees affected by such changes and may require increased wages for such employees.

Whenever the Company anticipates a significant change in job duties, the Union shall be notified of the change in advance. The Company shall negotiate with the Union over the reasonableness of the proposed change and any wage increases, if appropriate, for the positions affected by such proposed change.

In the event that the parties are unable to reach agreement on the reasonableness of the proposed change and/or the appropriate wage rate, the

proposed change may continue in effect until the reasonableness of the change and/or the appropriate wage rate have been determined under the grievance procedure of this Agreement

Any wage rate adjustments shall be based on all factors normally considered by the parties in determining appropriate wage rates including, but not limited to, training, experience, skill and responsibilities. Any wage adjustment determined under the grievance procedure shall be retroactive to the date the job change was implemented. (emphasis added)

* * *

Joint Exhibit 1, pages 59 and 60

Articles 27 and 28 of the Agreement address management rights and responsibilities including having on file comprehensive job descriptions and establishing minimum qualifications for all job classifications.

POSITION OF THE UNION

The Union argues that both Contract language and past practice support its position. It seeks an Award that results in a wage increase for bargaining unit members based upon a significant change in their job duties. It urges a percentage wage increase which is different from the dollar increase set out in the Grievance. It seeks equitable distribution of increases over the various job classifications and suggests an increase of 2% retroactive to January 23, 2006. The Union requests that the Arbitrator retain jurisdiction pending implementation of an Award in its favor.

The Union argues that there are several reasons to conclude that the introduction of computers to this bargaining unit's work represents a significant change in the members' job duties and responsibilities as follows:

- Bargaining unit members are doing the work of the Data Entry Clerks/Associates, represented by OPEIU.
- The Clerks are required to have "advanced education", be proficient in computer systems and have above average data entry skills. Their skills could not be mastered in a few days.
- Each employee received a voluminous training manual and several days of required training. Replacement of paper and pencil tasks with the computer "required the majority of employees to learn a totally new way of doing a major component of their jobs." (Citing TR 17-25) Union Post-hearing Brief at page 6.
- Minutes of the Labor-Management Committee meetings reflect the complexity of the system and the expense, details and delays in implementing the program.
- The C&M Advanced Foreperson's job description includes computer use as a 'major area of responsibility' which the bargaining unit job descriptions should likewise include. It is anticipated that the Company will expect employees to

become knowledgeable and proficient computer users which will impact performance evaluations.

- Appliance Department employees received a 2% increase in the 1990-1993 Agreement “as a direct result of the fact that the Company had installed mobile data terminations (sic) (MDT’s) on all of the Appliance Service vehicles in 1989, just prior to the 1990 contract negotiations.” Union Brief at page 11.

Regarding support for a wage increase, the Union highlights Article 31 language which refers to an increased standard of living resulting from cooperation in promoting technology and improved work processes and recognizes that efficiency and effectiveness may result in changes in job duties which may require increased wages. It argues that the introduction of computers is precisely what the CBA intended to reward with a wage increase. It asserts that “virtually all” of the work of the Data Entry Clerks is now being performed by unit members and should be compensated, that unit members are accessing information once provided by other Company employees and that employees are working faster and better.

The Union argues that the unit employees have been and will continue to be required to learn more and will become more proficient and valuable as employees. It cautions that this growth may come in small increments and that any wage award should take slow and steady growth into consideration. It seeks a minimum 2% increase based upon the increase received by the Appliance workers in 1990 and to provide equity among the unit members, noting that a uniform increase in hourly wages would provide a disparate percentage increase across the classifications.

The Union notes that Mr. Hennessy, the highest paid person in the bargaining unit, is being paid for his computer skills expressly provided in his job description. It argues that the employees have more responsibility in that regard than the C&M Advanced Foreperson since they were required to learn that part of his job duties as well as the duties of the data entry clerks. The Union urges comparison of the several job descriptions.

The Union challenges the merit and credibility of the Company’s evidence and testimony. In response to Company assertions, it argues that there is no evidence it failed to pursue similar earlier cases where a change in job duties allegedly deserved but had been denied a wage increase.

POSITION OF THE COMPANY

The Company seeks an award that denies the Grievance. It argues that there is no basis for concluding that the bargaining unit employees have experienced a significant change in job duties and argues that even if the introduction and required use of computers were arguably significant, there is no support for a wage increase.

The Company argues that the bargaining history of the parties’ longstanding contractual relationship, as testified to by Company and Union witnesses, supports its

position. It asserts that the Contract language changes, made in response to two arbitrations and a court case in the late 1980s, clearly distinguish technological and process changes from the kinds of changes the parties contemplated to be “significant” including “a transfer of duties, the elimination of jobs, and the creation of new jobs”. It argues that the circumstances which gave rise to the 1990 negotiations were distinguishable from this case, and that, here, there has been no change in the “core duties” of the employees in contrast to the transfer of job responsibilities and duties in the earlier cases. Company Post-hearing Brief, page 10.

The Company argues that it has appropriately exercised its management rights prerogative to operate the Company in an efficient manner through introduction of technology which, in this case, is a process change, providing a new tool which results in easier required record-keeping. It argues that clear language and the negotiated intent of the provisions of Article 31 support its position.

The Company points to principles of contract interpretation arguing that the ordinary and popular meaning of the word “significant” does not describe the nature of the change which the Union asserts was significant. It challenges the credibility and weight of the Union’s testimony in support of its case and argues that personal opinion of one individual speaking on behalf of others, that the change to computers was viewed or, indeed, was experienced as difficult, does not support a conclusion that the change that actually occurred was significant in terms of assigned job duties. It points to contractual provisions at Articles 27 and 28 which give the Company the right to define jobs and job duties and the fact that there has been no assertion by the Union that the Company has acted in bad faith or improperly with respect to definition of the bargaining unit jobs and job duties. The Company points to the existing job descriptions which each refer to requirements to make and keep records in a timely and accurate manner. It asserts that no change in any of the descriptions is required to reflect how those job duties are accomplished. The Company argues that the testimony of both Union witnesses and of the Company’s Vice President of Human Resources supports a conclusion that the requirement to acquire some skill with a computer to carry out clerical tasks does not constitute a change in job responsibility or require amendment of job descriptions.

The Company points to the Union’s burden to prove both that there was a significant change in job duties and that a wage increase is warranted. For argument’s sake, it supposes that the Union met its burden in the first instance. It argues that it has not demonstrated support for a wage increase either by Contract language application or interpretation or through past practice. Quoting the Article 31 language that provides that any wage adjustment must be based upon “(a)ll factors normally considered by the parties in determining appropriate wage rates including, but not limited to, training, experience, skill and responsibilities”, it notes that Ms. Krause provided the only testimony concerning the factors normally considered, including a description of the process and detail with regard to internal and external market comparisons within the clerical union and the hourly wage for clerical positions in the external market.

The Company asserts that the Union's claim to past practice is unsupported. It challenges the credibility of Union testimony and claims there is no support that wage increases in the 1990 CBA for certain positions were based upon introduction of computers as the Union asserts. The Company points to unrefuted Company testimony and Union admissions relative to restructuring of the business under new management to create new profit centers and of wages in the Appliance Service areas to provide increased opportunity for advancement. It notes that the Union has provided no timeline for the negotiation of the 1990 CBA and that any negotiation or agreement reached prior to the parties' agreement on the Article 31 language changes, which is the focus of this case, is not probative of the outcome here.

Finally, the Company points to other Contract provisions which allow for the assignment of work in lower or higher classifications without an increase in pay. It argues that the Union members have not experienced a significant change in job duties and, in any event, they are already paid at a rate higher than the clerical rate earned for computer work.

OPINION AND FINDINGS

It is appropriate to deny this Grievance. The Union has not demonstrated that introduction of laptop computers to this bargaining unit's work constitutes a significant addition to or change in job duties within the meaning of Article 31 of the parties' Collective Bargaining Agreement. Nor has it demonstrated that the change made by the Company was unreasonable. The parties' arbitral and bargaining history, the facts of the case, the evidence and testimony presented at hearing, and Contract interpretation support these conclusions. The foregoing Background and Summary of the Evidence details the facts which will be briefly illuminated here.

Arbitral and Bargaining History

Earlier cases led to the parties' negotiated agreement in 1990 to add a new Article 31, devoted to "Changes in Job Duties", which directly addressed the issues determinative of those cases. They were heard in arbitration and reviewed by the Federal District Court over a period of nearly three years beginning in 1988. See, MGC Exhibits 1 and 2. This is the first case requiring interpretation of Article 31 which remains unchanged in the current CBA for the term 2006-2009. This case is clearly distinguishable from the cases which resulted in the Contract language. In those cases, job duties had been transferred from one job unit to another within the bargaining unit and without Union approval which was contractually required at that time. In addition, the Contract did not have a mechanism or provide jurisdiction for resolving wage disputes which arose following a change in job duties.

Recognizing a rapidly changing business environment and wanting to avoid further inevitable conflict, the parties eliminated contract language which gave the Union veto power over Company decisions to restructure positions and assignment of job duties. They set some parameters for review of changes and created a dispute

resolution mechanism in the event they disagreed as to the reasonableness of a change and/or with regard to any wage increase that might be warranted as a result of a change.

Article 31 is a sophisticated, dense and complicated Contract provision which includes statements of philosophical and relational values, mission and vision statements along with concrete methods for addressing issues most important to the Company and the Union. The Company's case centers around management rights and responsibilities and the need to meet customer and shareholder needs. The Union focuses on job descriptions and the nature of the work which unit members are required to perform and for which they expect equitable pay. The parties share a desire for compatibility and business success.

Contract Interpretation

The facts in this case have been considered within the apparent intended meaning and purpose of Article 31, read as a whole, giving effect to all clauses and words within the context of the Contract language. This principle of contract interpretation is most appropriately applied in this case. Elkouri & Elkouri provide extensive coverage of contract interpretation in their oft-cited treatise. Relevant to this case, they address "The Contract as a Whole", quoting the Restatement (Second) of Contracts and referring to earlier arbitral decisions:

The Restatement (Second) of Contracts comments:

Meaning is inevitably dependent on context. A word changes meaning when it becomes part of a sentence, the sentence when it becomes part of a paragraph. A longer writing similarly affects the paragraph Where the whole can be read to give significance to each part, that reading is preferred. . . . (footnote omitted)

In the arbitral domain, numerous decisions have invoked this interpretive principle. One of the earliest stated:

The primary rule in construing a written instrument is to determine, not alone from a single word or phrase, but from the instrument as a whole, the true intent of the parties, and to interpret the meaning of a questioned word, or part, with regard to the connection in which it is used, the subject matter and its relation to all other parts or provisions. (footnote omitted)

In the years that followed, the concept that the disputed portions 'must be read in light of the entire agreement' has received widespread acceptance. (footnote omitted)

Elkouri & Elkouri, How Arbitration Works, 6th ed. (BNA Books, 2003), page 462

Interestingly, the parties have not addressed the “reasonableness” of the Company’s introduction of laptop computers into the bargaining unit’s work, a standard set out in Article 31. Instead, their arguments have focused on whether the change made by the Company was “significant”. The second, third and fourth paragraphs of Article 31 refer to “reasonable changes” or the “reasonableness” of changes or wage increases. They refer to the probable need to implement “reasonable changes” including “a transfer of duties, the elimination of jobs and the creation of new jobs.” They direct negotiation, and if necessary, determination through the grievance process, of the “reasonableness” of a proposed change and any wage increases or of an appropriate wage rate. In addition, paragraph 3 limits when the Company is required to notify the Union of a change and negotiate with it:

Whenever the Company anticipates a significant change in job duties, the Union shall be notified of the change in advance. The Company shall negotiate with the Union over the reasonableness of the proposed change and any wage increases, if appropriate, for the positions affected by such proposed change. (emphasis added)

Joint Exhibit 1, page 60

Minutes of the parties’ Labor-Management Committee meetings report discussion of computer usage and introduction of laptops over the years. There is no dispute that the Union was notified of the change. There is a dispute as to whether the change was significant requiring formal notice as Article 31 could be construed to require followed by mandatory negotiation. Through presentation of their cases and post-hearing arguments, the parties have demonstrated agreement that the threshold issue is whether the change was, in fact, significant. Accordingly, they urge a very narrow review of the facts.

This case does not turn on the plain meaning of the word “significant” alone. Instead, the meaning of “significant change” within the historical and substantive context of the Article is critical to resolution of this threshold issue.¹ Both Union and Company testimony addressed the importance of the use of the word “significant” as a modifier. The necessary restructuring of jobs and assignments and anticipated ongoing changes were recognized by both parties. The Company sought latitude to make changes necessary to properly manage the business, and the Union saw a need to preserve the right to challenge changes. Both Union and Company witnesses agreed that the Company insisted on the inclusion of the word “significant” in every version of Article 31 which it proposed during negotiation in 1990. The new Article 31, therefore, resulted in elimination of unfettered power for either party.

Article 31 does not attempt to define “significant” changes, and there is no dispute that the parties did not discuss computer technology or the use of computers to perform job duties as they negotiated. The Company has argued that the parties

¹ This Award does not reach the wage increase issue. Consequently, the Union’s argument in support of a wage increase based, in part, upon contract language which refers to “an increased standard of living of employees” will not be addressed.

contemplated significant changes to include “a transfer of duties, the elimination of jobs, and the creation of new jobs”. The Union recites a litany of facts which it argues add up to a conclusion that the change was significant.

The Facts of the Case; Evidence and Testimony

This record reflects roll-outs of various computer applications within the Company in Minnesota and other states over many years before and after adoption of Article 31 in the parties’ 1990 Agreement. There is no credible evidence of Union objection to them or altered job descriptions or wage increases resulting from the introduction of computers to bargaining unit work. The Union has admitted to use of computers by bargaining unit members in other applications and that the 1990 Agreement reflected restructuring which resulted in increased opportunities for advancement and pay increases not directly tied to the introduction of computers.

Mr. Hennessy’s job description is the only bargaining unit job description in the record which describes computer usage as a major job responsibility. It was prepared in 2001 and was in effect when he took his position five years ago. His use of computers on the job is clearly much broader than that of bargaining unit members. His testimony on cross examination provided limited description of his use of the computer and vague knowledge of bargaining unit members’ work with them.

Clear and persuasive testimony in support of the Company’s case was unrefuted. Witnesses addressed the history of computer usage within the entire Company, including introduction of the computer to other bargaining units in Minnesota and across the country. The process of developing and review of job descriptions including internal and external comparisons was detailed. Changes in Company management and organization were described. Finally, important evidence of the parties’ arbitral and bargaining history leading to this case was provided.

A demonstration on a laptop computer, projected on a large screen at the hearing, highlighted the training which was provided to prepare bargaining unit members for introduction of laptop computers in the field. The training manual which details specific tasks is a part of the record. Completion of the tasks was demonstrated and described with reference to the training manual. Pre-populated forms and drop down menus for completion of tasks permitted easy understanding of what is required of bargaining unit members.

Two tenured bargaining unit members testified in support of the Union’s case. One is directly affected by the outcome of this case, the other is not. Their testimony largely supported the Company’s case. It was vague and unpersuasive with regard to important bargaining history. It did not credibly represent the impact of this introduction of computers on the bargaining unit. Both men admitted to benefits derived from computer use. There was no evidence that bargaining unit members are unable to complete their work or that they are required to do more. The record supports a

conclusion that they are completing required work in a different manner and that there has been no significant change in bargaining unit job duties.

The apparent underpinning of the Union's case is an expressed desire to share in Company profits perceived as a result of reduced data entry staff and efficiencies which have been accomplished through introduction of computer technology. Plainly, the Union has urged the Arbitrator to agree that the Company is inequitably benefiting from bargaining members' increased knowledge and completion of more work in less time. It has expressed concern that there will be no end to the need to continue to expand their knowledge of computers, and it has sought a remedy which anticipates and compensates for that eventuality.

Rapidly expanding and universal use of computers has required training and learning of new skills across a broad spectrum of work environments from individual professionals to corporate employees in a variety of positions. The record reflects that the Company and its employees are a part of the change and have been committed to it for at least two decades. The opening paragraph of Article 31 has been a part of the parties' Agreement since at least 1987. It calls for "cooperation of all parties in promoting technological progress and better work methods and procedures, and in preventing waste and inefficiency. . . ."

The parties' Agreement expressly and implicitly anticipated necessary and reasonable changes with the introduction and expanded use of computers. The challenges apparently experienced by this bargaining unit with the advent of computers in their work are not unique and do not constitute a change in job duties. The change made here was not significant within the meaning of Article 31 and was reasonable.

AWARD

The Grievance is denied.

Dated: July 13, 2007

Janice K. Frankman, Attorney at Law
Arbitrator